

GLENDALE UNIFIED SCHOOL DISTRICT

INSTRUCTION TO BIDDERS AND BID FORM

REPAIRS, MAINTENANCE OR CONSTRUCTION SERVICES, AWARDED PURSUANT TO THE "INFORMAL BIDDING" PROCEDURES OF THE PUBLIC CONTRACT CODE § 22000, ET SEQ. (THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT ("CUPCAA") – INFORMAL BID

**Project: Bid #206-20/21 – Lincoln Elementary Window Replacement
("Project" or "Contract")**

Contractor will perform the Work defined in the Contract Documents and fully understands the scope of Work required in this bid and accepts in full payment for that Work the following total lump sum amount, all taxes included:

<p style="text-align: right; margin: 0;">_____ dollars \$ _____</p> <p>TOTAL BASE BID</p>

1. **Work.** Contractor has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this bid, understands the construction and project management function(s) as described in the Contract Documents.
2. **Allowance(s).** The Bidder’s Base Bid shall **NOT** include the following potential Allowance(s). The District will add some or all of the following Allowance(s) amount(s) to the successful bidder’s Contract, at the District’s discretion. Contractor shall be permitted to invoice for Work under an Allowance in the identical structure as a Change Order.

Forty thousand dollars (\$40,000)

3. **Bid Form.** Bidders must submit Bids on the Bid Form and all other required District forms. Bids not submitted on the District’s required forms shall be deemed non-responsive and shall not be considered. Additional sheets required to fully respond to requested information are permissible. Bidders shall not modify the Bid Form or qualify their Bids.
4. **Sealed Bids.** Sealed bids must be received in the Procurement & Contracts Department at Glendale Unified School District, 223 North Jackson Street, Room 305, Glendale, CA 91206 no later than **2:00 PM on November 9, 2020**. Each bidder shall ensure that its Bid:
 - a. Is sealed and marked with name and address of the Bidder, the Project name and Bid number, and the date for the opening bids;
 - b. Contains all documents as required herein;
 - c. Is submitted by date and time shown in the Notice to Bidders.
5. **Bid Opening.** Bids will be publicly opened and read out loud at or after the time indicated for receipt of bids. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on the base bid amount.
6. **Erasures.** Bids shall be clearly written without erasures or deletions. District reserves the right to reject any Bid containing erasures or deletions.
7. **Words / Numerals.** Discrepancies between written words and figures, or words and numerals, will be resolved in favor of written words.

8. **Schedule.** Contractor agrees to commence work under this Contract on the date established in the Contract Documents and to complete all Work within the time specified in the Contract Documents.
9. **Subcontractors.** Contractor shall identify the name, location of the place of business, California Contractor State License Number, DIR Registration Number, and kind of work of each subcontractor that will perform work or labor or render service in or about the construction of the Work or improvement in an amount in excess of one-half of 1 percent (0.5%) of the Contractor's total bid. Use extra sheets/extra space as needed.

[Name]: _____ [Location]: _____ [CSLB Lic. #] and [DIR Reg. #]: _____ [Kind of Work]: _____

10. **Bid Bond.** Contractor shall provide with its bid a certified or cashier's check or bidder's bond for an amount not less than ten percent (10%) of the bid amount. The certified or cashier's check or bid bond shall be made payable to the order of the District. If a bid bond accompanies the bid/proposal, the bond shall be secured by an admitted surety company, licensed in the State of California, satisfactory to the District and in the form attached hereto. The certified or cashier's check or bond shall be given as a guarantee that Contractor will enter into the Contract if awarded the Work, and in the case of refusal or failure to enter into the Contract, the District shall have the right to award to another bidder. If Contractor fails or refuses to timely enter into the contract, the District reserves the right to declare the bid bond forfeited and to pursue all other remedies in law or equity relating to such breach including, but not limited to, seeking recovery of damages for breach of contract. Failure to provide bid security, or bid security in the proper amount, will result in rejection of the bid.
11. **Noncollusion Declaration.** Contractor shall provide with its bid the Noncollusion Declaration in the form attached hereto.
12. **License.** Contractor certifies that it is, at the time of bidding, and shall be throughout the period of the Contract, licensed by the State of California to do the type of Work required under the terms of the Contract Documents. Contractor further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.
13. **Prevailing Wages.** Pursuant to sections 1770 et seq. of the California Labor Code, Contractor and all Subcontractors under the Contractor shall pay all workers on all work performed pursuant to the Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the State of California Department of Industrial Relations (DIR) for the type of work performed and the locality in which the work is to be performed within the boundaries of the District. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by the DIR are available from the District or on the internet (<http://www.dir.ca.gov>). In addition, if awarded a contract, Contractor shall comply with Labor Code § 1777.5 pertaining to prevailing wage compensation to apprentices for pre-employment activities.
14. **Contractor Registration.** Contractor shall ensure that it and its Subcontractors comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner, and are registered pursuant to Labor Code section 1725.5. Contractor and its subcontractors shall comply with Labor Code section 1725.5 to be qualified to bid, be listed in a bid or proposal, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of the Contract.
15. **Bid Protests.** Any bid protest by any Contractor regarding any other bid on this Project must be submitted in writing to the District, attention **Christine Ward, at the Glendale Unified School District Administration Building, 223 N. Jackson St., Room 305, Glendale, CA 91206** before 2:00 p.m. of the **SECOND (2ND)** business

day following the date of bid opening, or the Contractor waives its right to protest. The protest must contain a complete statement of any and all bases for the protest and the Contractor must concurrently transmit a copy of the protest to all other bidders that appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

16. **Questions.** All questions about the meaning or intent of the Contract Documents are to be directed in writing by email to **Alan Camerano, Architect** at acamerano@dcarchitects.com, and **Raymond Mikaily, Construction Manager** at rmikaily@gud.net, no later than **Monday, November 2, 2020 at 3:00 pm.**, **subject line should read: RFI – Bid No. 206-20/21 Lincoln ES Window Replacement.** Interpretations or clarifications considered necessary by the District in response to questions will be issued in writing by Addenda emailed to all parties recorded by the District as having received the Contract Documents. Questions received after **3:00 pm on November 2, 2020** may not be answered. Only questions answered by formal written Addenda will be binding. Oral interpretations or clarifications will be without legal effect.

17. **Addenda.** An Addenda may be issued to modify parts of the Contract Documents on or before **November 4, 2020.** Bidder **must** acknowledge each Addendum below, by number, or its Bid may be deemed non-responsive. Each Addenda shall be part of the Contract Documents. Receipt and acceptance of the following addenda is hereby acknowledged:

No.: _____	Date: _____
No.: _____	Date: _____
No.: _____	Date: _____

18. **CONTRACT FORM. DISTRICT'S CONTRACT FORM IS PART OF THE CONTRACT DOCUMENTS. THE SCOPE OF THE PROJECT IS AS DESCRIBED IN EXHIBIT A TO THE CONTRACT. THE SUCCESSFUL CONTRACTOR SHALL, WITHIN SEVEN (7) CALENDAR DAYS OF NOTICE THAT IT HAS BEEN AWARDED THE CONTRACT, BE REQUIRED TO PROVIDE TO THE DISTRICT ALL CERTIFICATIONS, BONDS, INSURANCE DOCUMENTS, CONSTRUCTION SCHEDULE, SUBCONTRACTOR LIST AND ALL OTHER REQUIRED DOCUMENTATION AS INDICATED IN THE CONTRACT.**

Contractor hereby certifies to the District that all representations, certifications, and statements made by Contractor, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this _____ day of _____ 20 _____

Name of Contractor _____

Signed by _____

Title of Signer _____

Address of Contractor _____

Contractor's Taxpayer's Identification No. _____

Department of Industrial Relations (DIR) Registration No. of Contractor _____

Telephone Number _____

Fax Number _____

E-mail _____ Web page _____

Contractor's License No(s): No.: _____ Class: __ Expiration Date: _____

No.: _____ Class: __ Expiration Date: _____

BID BOND (SECURITY)

Bid #206-20/21 – Lincoln Elementary School Window Replacement

(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, as _____ as Principal (“Principal”),
and _____ as Surety (“Surety”),

a corporation organized and existing under and by virtue of the laws of the State of _____ and authorized to do business as a surety in the State of California, are held and firmly bound unto the **Glendale Unified School District** (“District”), State of California as Oblige, in the sum of

_____ (\$ _____)

lawful money of the United States of America, for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the District for all Work specifically described in the accompanying bid;

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form in accordance with the bid, and files two bonds, one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, and meets all other conditions to the contract between the Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the written contract and to file the required performance and labor and material bonds, and to meet all other conditions to the Contract between the Principal and the Obligee becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. The full payment of the sum stated above shall be due immediately if Principal fails to execute the Contract within seven (7) days of the date of the District's Notice of Award to Principal.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorneys' fee to be fixed by the Court.

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____, 20_____.

Principal

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of Surety

Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

END OF DOCUMENT

NONCOLLUSION DECLARATION
Public Contract Code Section 7106

Bid #206-20/21 – Lincoln Elementary School Window Replacement

TO BE EXECUTED BY CONTRACTOR AND SUBMITTED WITH BID FORM

The undersigned declares:

I am the _____ **[PRINT YOUR TITLE]**

of _____ **[PRINT FIRM NAME]**

the party making the foregoing Contract.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on the following date:

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

(ATTACH NOTARIAL ACKNOWLEDGMENT FOR THE ABOVE SIGNATURE)